

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

Viking Properties  
3663 Alum Creek Dr.  
Columbus, OH 43207

Plaintiff

CASE NO. 2:09-cv-912

-v-

Judge \_\_\_\_\_

Towne Holdings, Inc.  
24805 U.S. 20 West  
South Bend, IN 46628

Magistrate \_\_\_\_\_

Defendant

**JURY DEMAND ENDORSED HEREON**

**COMPLAINT**

Plaintiff Viking Properties states its complaint against Defendant Towne Holdings, Inc.:

**JURISDICTION**

1. The jurisdiction of this Court is based upon diversity of citizenship pursuant to 28 U.S.C. Section 1332 in that the adverse parties are residents of different jurisdictions and the amount in controversy exceeds \$75,000.00.

**PARTIES**

2. Plaintiff Viking Properties ("Viking") is an Ohio General Partnership and its principal place of business is 3663 Alum Creek Dr. Columbus, OH 43207. Viking Properties is in the business of leasing warehouse and industrial property.

3. Defendant Towne Holdings, Inc., ("Towne") is, upon information and belief, a corporation organized under laws of the State of Delaware and having its principal place of business in South Bend, Indiana, and, through its subsidiaries, is

engaged in the business of freight handling, trucking, and delivery for airfreight shippers and other commercial customers, and at all relevant times herein was doing business in the State of Ohio.

**COUNT ONE - BREACH OF CONTRACT**

4. On June 4, 1999, Viking, as a Lessor, and Towne, as a Lessee, for good and valuable consideration, entered into a lease agreement under which Towne agreed to lease from Viking the premises at 1860 Williams Road, Columbus, Ohio, consisting of a 45,519 square foot building located on a land parcel. The term of the Lease was ten years. A true and accurate copy of the Lease Agreement is attached hereto as ***Exhibit A***.

5. Under the Lease Agreement, Towne agreed to pay to Viking a minimum base rent in the amount of \$24,466.46, payable in advance on the first day of each month, for years 7, 8, 9, and 10 of the Lease.

6. Viking has complied in all material respects with its obligations under the Lease Agreement.

7. Towne breached the Lease Agreement, and is now in default, in that it has failed to pay one month's rent installment for September 2009 in the amount of \$24,466.46 and late fees (of 10%) incurred for two months of late payment and the one month of non-payment, for a total of \$31,806.41, as required by ¶¶3 and 4 of the Lease Agreement.

8. Towne breached the Lease Agreement, and is now in default, in that it has failed to surrender and deliver up the Leased Premises to Viking in good condition and repair, as required by ¶24 of the Lease.

9. As a result of Towne's failure to surrender and deliver up the Lease Premises in good condition and repair, Viking is obligated to repair the Leased Premises at a cost of

no less than \$54,740.71, which may be subject to increase as repairs are undertaken.

10. Towne is obligated under ¶23 of the Lease Agreement for Viking's reasonable attorney fees incurred in this litigation, which cannot be quantified at this date, but are ongoing.

WHEREFORE, the Plaintiff Viking Properties demands judgment against Defendant Towne Holdings, Inc. for compensatory damages in the amount of no less than \$86,547.12, plus attorney's fees, court costs, prejudgment interest, post-judgment interest, and for any other relief that this Court deems appropriate.

Respectfully Submitted,

s/ Edward G. Hubbard

Edward G. Hubbard (0067784)  
Lane, Alton & Horst, LLC.  
Two Miranova Place, Suite 500  
Columbus, OH 43215-7052  
Direct Dial 614-233-4731  
Fax 614-228-0146  
eHubbard@lanealton.com  
Trial Attorney

*Of Counsel*

Jenifer French (0081951)  
Lane, Alton & Horst, LLC.  
Two Miranova Place, Suite 500  
Columbus, OH 43215-7052  
Direct Dial 614-233-4779  
Fax 614-228-0146  
jfrench@lanealton.com

**JURY DEMAND**

Plaintiff demands a trial by jury as to all issues raised in this action.

s/ Edward G. Hubbard

Edward G. Hubbard (0067784)